IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

NOTICE OF MOTION NO. 3222 OF 2003

IN

SUIT NO. 3417 OF 2006

M/s. Shetty Associates P.Ltd .....Plaintiffs.
vs.
M/s. Samta Builders P.Ltd
and Ors. .....Defendants.

Mr.Sanjay Kotak i/by.Purnanand & Co.
for the plaintiffs.
P.N.Mody with S.N.Shah i/by.Narayanan & Narayanan
for defendant no.1.
Mr.Birendra Saraf with Ms. Ketki Furia
i.by. S.Satpute & Co.
for defendant nos.2 to 6.

CORAM: S.J.VAZIFDAR, J.

NOVEMBER 29, 2006.

P.C. :

1. This Notice of Motion has been rendered infructious in view of the events that have transpired subsequently.

2. The plaintiff's case is that defendant nos.2 to 6 granted development rights jointly to the plaintiffs and defendant no.1. The disputes in the suit pertain mainly to those between the plaintiff

and defendant no.1. The prayers in the plaint itself are essentially for partitioning the rights under the development agreement between the plaintiff and the defendant no.1. Defendant nos.2 to 6 have by their letter dated 9/10/2006 terminated the development agreement. Thus the entire basis of the relevant claim in the suit has undergone a change.

3. In the circumstances, the Notice of Motion is dismissed with liberty to the plaintiffs to take out fresh Notice of Motion after amendment including for the reliefs prayer for in this Notice of Motion.

sd/-

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